

COURT OF COMMON PLEAS  
HAMILTON COUNTY, OHIO

CITY OF CINCINNATI,	:	Case No. A1905588
Plaintiff,	:	(Judge Wende C. Cross)
	:	(Magistrate Anita P. Berding)
v.	:	
JOHN KLOSTERMAN, et al.,	:	MOTION BY RECEIVER TO
	:	<u>APPROVE SALE</u>
Defendants.	:	

Comes now Konza, LLC as the receiver appointed by order entered February 14, 2020 (the “Receiver Order”) and moves the Court to enter an order in the form of that attached (the “Sale Order”) approving the sale of all of the land and buildings in the receivership estate (collectively, the “Properties”) to Hamilton County Land Reutilization Corporation (the “Landbank”) pursuant to the Agreement for Purchase and Sale and Escrow Instructions, a copy of which is attached marked Exhibit A (the “PSA”), free and clear of all liens, claims and encumbrances and for the distribution of the proceeds of said sale as stated in the PSA on the grounds set forth in the following memorandum.

Respectfully submitted,

/s/ Richard Boydston  
Richard Boydston (0022360)  
Counsel for Konza, LLC, Receiver  
Dentons Bingham Greenebaum LLP  
312 Walnut Street #2450  
Cincinnati, Ohio 45202-4028  
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**EXHIBIT**

**21**

MEMORANDUM

The procedure for sale of the Properties is set forth in the Entry Adopting Magistrate's Decision entered March 4, 2022 (the "Sale Order") and the Further Revised Terms of Receiver's Sale of Klosterman Sedamsville Properties marked as Exhibit 1 to the Sale Order (the "Sale Procedures").

Pursuant to the Sale Procedures on April 22, 2022 Jennifer Donathan of Keller Williams Advisors (the "Listing Agent") listed the Properties on the Cincinnati Multiple Listing Service and also on the internet with LoopNet and CoStar and emailed a Notice for Request for Offers to all persons who had previously made known to the Receiver an interest in purchasing any of the Properties. The initial deadline for offers to be received by the Listing Agent was May 23, 2022. The Listing Agent then gave notice to all persons who had submitted an offer of a further deadline of June 10, 2022 to make an offer in excess of the highest offer received by the Listing Agent for each of the Properties on which the recipient had made an offer.

The Receiver received offers from 42 persons for various of the Properties. The only offer for all the Properties was made by the Landbank. The Receiver determined that the highest and best offer received for the Properties is the one from the Landbank. The Receiver and the Landbank have agreed to the terms of a purchase and sale of the Properties as set forth in the PSA.

Wherefore the Receiver prays the Court grant the Motion and enter the tendered order.

Respectfully submitted,

/s/ Richard Boydston  
Richard Boydston (0022360)  
Counsel for Konza, LLC, Receiver  
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**CERTIFICATE OF SERVICE**

I certify that a copy of the foregoing and attached were served on each of the following by email on September 26, 2022.

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/s/ Richard Boydston

COURT OF COMMON PLEAS  
HAMILTON COUNTY, OHIO

CITY OF CINCINNATI,	:	Case No. A1905588
	:	(Judge Wende C. Cross)
Plaintiff,	:	(Magistrate Anita P. Berding)
	:	
v.	:	
	:	
JOHN KLOSTERMAN, et al.,	:	<b>ORDER APPROVING</b>
	:	<b><u>RECEIVER'S SALE</u></b>
	:	
Defendants.	:	

This case comes before the Court on the Motion by Receiver to Approve Sale (the “Motion”) filed by Konza, LLC as the receiver appointed by order entered February 14, 2020 and the Notice of Hearing on Motion by Receiver to Approve Sale filed by the Receiver and the hearing on the Motion held \_\_\_\_\_, 2022 and the testimony and exhibits admitted at said hearing and the pleadings and papers of record and docket sheets in the case. All capitalized terms in this order not otherwise defined in this order shall have the same meaning as given in the Motion.

The Court is of the opinion that the Motion is well taken and should be granted and therefore it is hereby

ORDERED, that the Motion is granted; and it is further

ORDERED, that the Receiver may sell the Properties to the Landbank in accordance with the PSA; and it is further

ORDERED, that said sale shall be free and clear of all liens, claims and encumbrances.

SO ORDERED.

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Judge Wende C. Cross

submitted by,  
Richard Boydston (0022360)  
Counsel for Konza, LLC, Receiver  
Dentons Bingham Greenebaum LLP  
312 Walnut Street #2450  
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# EXHIBIT A

**AGREEMENT FOR PURCHASE AND SALE  
AND ESCROW INSTRUCTIONS**

THIS AGREEMENT FOR PURCHASE AND SALE AND ESCROW INSTRUCTIONS (this "Agreement") is dated as of the latest date set forth on the attached signature pages (the "Effective Date") and is made in Cincinnati, Ohio by and between **Konza, LLC, solely in its capacity as the court-appointed receiver in possession of certain assets of John Klosterman, Susan Klosterman, Boldface Properties, LLC, Emily Vets, LLC, Global Sanitation Systems, Inc., Sedamsville Heritage Properties, LLC, Sedamsville Historical Society, and Virginia Williamsburg, LLC, (sometimes referred to as the Klosterman Portfolio) in Case No. A1905588 of the Court of Common Pleas, Hamilton County, Ohio** ("Seller"), and the **HAMILTON COUNTY LAND REUTILIZATION CORPORATION**, an Ohio non-profit community improvement corporation organized and existing under Ohio Revised Code Chapters 1724 and 1702 ("Buyer"). Buyer and Seller may jointly be referred to as the "Parties" and individually as a "Party."

In consideration of the mutual covenants and agreements set forth herein, Seller and Buyer hereby agree as follows:

1. Sale and Purchase. Seller agrees to sell to Buyer, and Buyer agrees to purchase from Seller, on and subject to the terms and conditions herein set forth, the Klosterman Portfolio consisting of some 62 residential parcels of land along with the improvements and all fixtures used in connection with operation and maintenance of the improvements located thereon, situated in Hamilton County, Ohio, more fully described in the attached **Exhibit A** (collectively, the "Property").

2. Purchase Price. The purchase price for the Property shall be \$1,474,017.00 subject to adjustments set forth in this Agreement (the "Purchase Price") payable as follows: (A) \$674,017.00 as a credit equal to the balance due to Plaintiff City of Cincinnati (the "City") as set forth in the Assignment of Judgment filed May 23, 2022 in case number A1905588 in the Court of Common Pleas of Hamilton County, Ohio (the "Court") styled City of Cincinnati, plaintiff versus John Klosterman et al., defendants (the "Foreclosure Case") including all interest due at the time of closing on the sale of the Property by Seller to Buyer according to this Agreement (collectively, the "Credit Amount") plus (B) \$800,000.00 in cash (the "Cash Component") to cover and pay for (i) the costs of closing on the sale including real estate commission due to Jennifer Donathan of Keller Williams Advisors (collectively, "Closing Costs"), (ii) the full amount due on the mortgage in favor of Warsaw Federal Savings and Loan Association (the "Warsaw Federal Mortgage Balance") on some of the Property, and (iii) all costs expenses and fees, as approved by the Court, payable to or for the benefit of Konza, LLC as the receiver appointed in the Foreclosure Case (collectively, the "Receiver's Fees and Expenses") (the Closing Costs, the Warsaw Federal Mortgage Balance and the Receiver's Fees and Expenses, collectively, the "Fees and Costs").

3. Payment of Purchase Price. Purchase Price shall be paid as follows:

a. Earnest Money. Within three (3) business days after the Effective Date, Buyer shall deposit the sum of \$10,000.00 (the "Earnest Money Deposit") with Prominent Title Agency, LLC ("Title

Company”). The Earnest Money Deposit shall be applied to the Purchase Price at the closing on the sale of the Property by Seller to Buyer according to this Agreement (“Closing”). Notwithstanding anything herein to the contrary, the Earnest Money Deposit shall be non-refundable to Buyer.

- b. Cash Component. At Closing, Buyer shall pay to Title Company the Cash Component less the Earnest Money Deposit by wire transfer of immediately available United States funds.
- c. Refund of Cash Component. In the event that the sum of the Fees and Costs pursuant to a final order entered in the Foreclosure Case from which no appeal or further appeal can be taken (the “Final Fee and Expense Order”) plus all adjustments and prorations as set forth herein (collectively, the “Adjustments and Prorations”) is less than \$800,000.00, then Title Company shall refund to Buyer the difference between said sum and \$800,000.00.

4. Sale of Church. The land and church at 637 Steiner (the “Church”) will be sold in accordance with the terms of the Agreement, and subject only to the following conditions, taken and modified from the Further Revised Terms of Receiver’s Sale of Klosterman Sedamsville Properties approved by order entered March 4, 2022, in the Foreclosure Case (the “Sale Procedure Order”):

- a. Vacated Building Maintenance Standards. Buyer (including any affiliate of Buyer or any entity in which Buyer has any interest) shall bring the Church into compliance with the City’s Vacated Building Maintenance Standards set forth in Cincinnati’s Municipal Code §1101-79.4 within 730 days of the Closing (or as extended for good cause as agreed to by City). Buyer shall keep the Church in compliance for as long as it remains the owner.
- b. Insurance. Buyer will obtain a general commercial liability insurance policy covering the Church as soon as reasonably possible after Closing.

5. Title. Buyer’s obligation to consummate the transaction contemplated by this Agreement is contingent upon Seller providing fee simple marketable title to the Property at Closing. For the purposes of this Agreement, “fee simple marketable title” means such title as is insurable by the Title Company under its standard ALTA Owner’s Policy Form, at its standard rates, subject to real estate taxes not yet due and payable. Buyer shall obtain, at Buyer’s cost, a title insurance commitment (the “Title Commitment”) issued by Title Company, in which Title Company shall commit that, upon delivery and recording of the deed provided for in Section 9 and satisfaction of Title Company’s requirements set forth therein, it will issue its policy of owner’s title insurance (the “Title Policy”) insuring in Buyer, in at least the total amount of the Purchase Price, fee simple title to the Property free of all liens, claims, charges and encumbrances (collectively, “Liens”), except for real estate taxes (“Permitted Exceptions”) on the Property.

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6. Due Diligence.

- a. Property Information. Within five (5) business days after the Effective Date (the "Document Delivery Date"), Seller shall deliver (or make available through an on-line data room or other electronic means) to Buyer, at no cost to Buyer, true and complete copies of the following to the extent Seller has the same in its possession: (a) any title insurance policies or other evidence of title for the Property; (b) any surveys of the Property; (c) any blueprints, building plans and specifications, structural reports, engineering reports and other drawings or plans relating to the Property; (d) any environmental assessment reports or other property condition reports regarding the Property; (e) any contracts, warranties, licenses and permits relating to the Property; (f) any leases, lease amendments, lease assignments, lease-related correspondence and any other lease-related documents relating to the Property; (g) any financial information regarding the Property, including income and operating expense reports, and accounts payable reports in Seller's possession; (h) any insurance policies and insurance claims information relating to the Property; (i) any land contracts, land contract amendments, assignments of land contracts, land contract related correspondence and any other land contract related documents relating to the Property; and (j) any maintenance and capital improvement records relating to the Property (collectively, "Due Diligence Information"). Seller will use its best efforts to furnish any additional documents and information regarding the Property as requested by Buyer from time to time prior to Closing. Seller authorizes Buyer and Buyer's agents to contact governmental authorities and other third parties to obtain information about the Property.
- b. Due Diligence Review. On or before fifteen (15) calendar days after the Effective Date, or on or before ten (10) calendar days after the date the Buyer receives the Title Commitment, or by a date agreed upon in writing by Seller, Buyer and the City, whichever is later (the "Due Diligence Period"), Buyer shall have completed and shall be satisfied, in Buyer's sole and absolute discretion, with Buyer's due diligence review, investigation, and analysis of the Property (the "Due Diligence Review"). The Due Diligence Review may include but need not be limited to: (i) reviewing the Due Diligence Information; (ii) performing such financial and legal due diligence on the Property as Seller and Buyer deem necessary or appropriate; and reviewing the Title Commitment purchased by Buyer from Title Company.
- c. Termination Deadline. If Buyer determines in its sole discretion that Seller is unable to transfer fee simple marketable title to the Property, Buyer shall have the right to terminate this Agreement by giving written notice of termination to Seller on or prior to 5:00 p.m. Cincinnati time on the last day of the Due Diligence Period (the "Termination

Deadline"). If this Agreement is so terminated by Buyer, then neither Party shall have any further rights or obligations under this Agreement (except for any obligations which expressly survive termination), the Earnest Money Deposit shall be returned by Title Company to Buyer, and each Party shall bear its own costs incurred under this Agreement. The Termination Deadline may be extended in writing by mutual agreement of the Parties in furtherance of title clearing efforts.

7. Tenants, Leases, and Land Contracts. Title shall be conveyed subject to all the rights of tenants under existing leases and land contracts (the "Leases and Land Contracts"), and at Closing, Seller and Buyer shall execute and deliver to one another an assignment and assumption of the Leases and Land Contracts (the "Assignment and Assumption of Leases and Land Contracts"), if applicable. The Assignment and Assumption of Leases and Land Contracts shall assign, among other interests, all accounts payable to Buyer at Closing.

8. Sale Order. Notwithstanding anything herein to the contrary, this Agreement, and obligations of the Parties hereunder, are contingent upon entry of an order, on or before the Closing, by the Court in the Foreclosure Case which (A) approves of the sale of the Property in accordance with this Agreement; and (B) authorizes Seller to execute and deliver the Receiver's Deed (defined herein), and any other conveyance documents reasonably necessary to vest title of the Property in Buyer free and clear of all Liens, except for any liens for real estate taxes and assessments (the "Sale Order").

9. Deed. At Closing, Seller shall convey the Property to Buyer by a transferable and recordable receiver's deed in statutory form, including notice language substantially similar to the following "**Subject to obligations and restrictions documented in a separate contract between Grantor and Grantee.**", free and clear of all Liens, encumbrances, and other exceptions to title except for the Permitted Exceptions as defined in the Sale Order (the "Receiver's Deed") substantially similar to that attached as Exhibit B.

10. Taxes, Utilities; Insurance; Rent; Security Deposits; Other Liens.

a. Taxes. All real estate taxes and assessments, including penalties and interest, prorated through the date of Closing shall be deemed satisfied and extinguished at confirmation of sale to Buyer pursuant to Revised Code 323.47. Buyer expressly agrees to assume any special assessments or delinquent or currently due but not yet owing real estate taxes and any penalties or interest thereon outstanding as of Closing.

b. Utilities. Except for charges assessed by Greater Cincinnati Water Works ("GCWW"), all utility charges and all charges for services of any type furnished to the Property by any governmental agencies, public utilities or private utilities that are the sole responsibility of the Seller in effect through the date of Closing shall be paid by Seller at Closing, and if not due and payable until after Closing, Seller shall obtain and provide to Buyer invoices or reasonable estimates acceptable to Buyer for the same and shall provide a credit to the Purchase Price for such amounts

at Closing. Seller will be entitled to all deposits presently in effect with the utility providers, and Buyer will be obligated to make its own arrangements for deposits with the utility providers. Buyer agrees to assume responsible for all GCWW charges due for services to the Property through the date of Closing.

- c. Insurance. Promptly following execution of this Agreement, Seller shall, at its expense, make a commercially reasonable attempt to insure the Property through Closing, in commercially reasonable amounts and with a commercially reasonable deductible, against fire and such other insurable casualties as are commonly insured against. All risks of loss are borne by Seller prior to Closing. No prorations will be made in relation to insurance premiums, and Seller's insurance policies will not be assigned to Buyer.
- d. Rent and Tenant Security Deposits. All revenues and expenses, including, but not limited to rents and any other amounts paid by tenants, reimbursement of maintenance and repair expenses, and normally prorated operating expenses billed or paid as of the Closing Date shall be prorated as of the 11:59 p.m. on the day prior to the Closing Date. Notwithstanding the foregoing or anything to the contrary in this Agreement, the Property specifically excludes all bank accounts, all funds held or maintained by the Seller for or relating to the Foreclosure Case, all reserve funds, escrow funds, impounds, and all other funds and deposits held by Seller, and all income or profits received from or arising out of the Property prior to the Closing Date. To preserve current tenants' rights under the existing leases, as described in Section 7, security deposits held by the Seller shall be remitted to Buyer at Closing or paid as a credit to the Purchase Price.
- e. Other Liens. Subject to Buyer's right to terminate under Section 6.c., the Parties shall execute a separate Amendment to this Agreement for Purchase and Sale and Supplemental Escrow Instructions and Escrow Agreement to set forth the terms for payment and release, or compensation to Buyer for any mortgages or other Liens encumbering title to the Property not discharged by entry of the Sale Order. Seller shall be entitled to up to sixty (60) additional days after the Closing Date within which to remove or cure such exceptions to the Title Policy.

11. Eminent Domain. If all of the Property is or is proposed to be taken or condemned by any public authority between the Effective Date and the Closing Date, Seller shall give Buyer written notice thereof within five (5) days of receipt of same, and this Agreement shall terminate and be null and void and thereafter neither Party shall have any liability or obligation to the other except that the Earnest Money shall be refunded or returned to Buyer. Should less than all the Property be or is proposed to be taken or condemned by any public authority between the date of execution of this Agreement and the Closing Date, Seller shall give Buyer written notice thereof within five (5) days of receipt of same, and Buyer shall have the option:

- a. To terminate this Agreement by written notice to Seller, in which event this Agreement shall become null and void and thereafter neither Party shall have any liability or obligation to the other except that the Earnest Money shall be refunded or returned to Buyer; or
- b. To take title to the remaining portion of the Property without abatement of the Purchase Price, in which event the proceeds of any condemnation award collected by Seller prior to the Closing Date will be paid or credited to Buyer at Closing, and Seller shall assign to Buyer all of Seller's right, title and interest in and to such award resulting from such taking or condemnation.

12. Closing. Upon execution of this Agreement by the Parties, Seller shall file a motion in the Foreclosure Case to approve the sale described in this Agreement and enter the Sale Order. Closing shall occur within 35 days of entry of the Sale Order (the "Closing Date") provided all other conditions set forth in this Agreement have been satisfied or waived in writing by the Party intended to be benefitted thereby, at such time and place as to which Seller and Buyer shall agree. At the option of either Seller or Buyer, Closing shall take place in escrow through Title Company, in which event the escrow fees, if any, shall be borne equally by Seller and Buyer. The Parties agree that time is of the essence.

13. Escrow. Upon execution of this Agreement by Buyer and Seller, and acceptance of this Agreement by the Title Company in writing, this Agreement shall constitute the joint escrow instructions of Buyer and Seller to Title Company to open escrow (the "Escrow") for the consummation of the sale of the Property to Buyer pursuant to this Agreement. Upon Closing, Title Company shall pay any sums owed to Seller with immediately available United States funds.

14. Closing Costs and Charges.

- a. Seller's Costs. Seller shall pay all conveyance fees or other documentary transfer taxes on the Receiver's Deed, if any; plus one-half (1/2) of the fees due to Title Company in connection with the Escrow (if Closing is consummated). The Parties agree to complete DTE FORM 100 (EX) to treat this conveyance as an exempt conveyance of real estate, and that Buyer qualifies under subsection (a) of DTE FORM 100 (EX).
- b. Buyer's Costs. Buyer shall pay (a) one half (1/2) of the Title Company's fees in connection with the Escrow and Closing (if Closing is consummated), or all of the fees due to Title Company as holder of the Escrow (including any cancellation fees) if Buyer fails to close for any reason; (b) the cost of the Title Policy, as well as any extended coverage or endorsements, if Buyer so elects to purchase them.
- c. Other Costs. The Parties shall be responsible for their own respective attorney's fees and costs in connection with this Agreement.

15. Seller's Documents; Other Deliveries. At Closing, Seller shall execute and have acknowledged, if applicable, and deliver to Buyer the following documents in Seller's possession, and shall also make the other deliveries provided for hereinafter, all as follows:

- a. The Receiver's Deed.
- b. An Assignment of all warranties, guarantees, permits, and licenses, if any.
- c. All consents which may be required from any third person or entity in connection with the sale of the Property.
- d. Copies of all certificates of occupancy, licenses, permits, authorizations, and approvals, if any, required by law and issued by all governmental authorities having jurisdiction over the Property.
- e. A Certification of Non-foreign Status pursuant to Section 1445(b)(2) of the Internal Revenue Code and an IRS Form 1099S.
- f. A Transfer Tax Statement or return, if applicable.
- g. Such other documents or instruments, excluding a Title Affidavit, as may be reasonably required by Buyer, Title Company, or required by other provisions of this Agreement, or reasonably necessary to effectuate Closing. All the documents and instruments to be delivered by Seller hereunder shall be in form and substance reasonably satisfactory to counsel for Buyer.
- h. Seller shall deliver possession of the Property to Buyer at Closing.

16. Buyer's Conditions. The obligation of Buyer to close the transactions contemplated by this Agreement is subject to the following conditions, inserted for Buyer's sole benefit and which may be waived by Buyer at its sole option only by notice to Seller by an instrument in writing:

- a. Seller shall have timely delivered to Buyer in satisfactory form the documents and all other items required to be delivered by Seller to Buyer under this Agreement.

17. Seller's Disclaimer. Seller only has the power conferred upon it by the Court. Except as to condition of title as outlined in Section 5 of this Agreement, the Property is being sold in its AS IS/WHERE IS/WITH ALL DEFECTS condition. Buyer warrants that it is familiar with the Property and understands that it will be unconditionally and irrevocably buying the Property in its AS IS/WHERE IS condition. Buyer acknowledges that neither Seller nor any person acting or purporting to act for Seller has made or now makes any representations or warranties (except as otherwise specifically set forth in this Agreement), and Seller is unwilling to make any representations and has held out no inducements to Buyer, other than those specifically set forth herein. As such, Buyer is not relying (and will not rely) upon any representation by Seller, oral or written, with respect to the condition of the Property. Without limiting the generality of the foregoing, Buyer has not relied on any representations or warranties except those set forth in this

Agreement and, except as specifically set forth in this Agreement, Seller has not made any representations or warranties in either case, express or implied, as to: (i) the current or future real estate tax liability, assessment, or valuation of the Property; (ii) the compliance of the Property, in their current or any future state, with applicable laws, statutes, ordinances, regulations or orders, including (without limitation) those related to environmental and zoning matters; (iii) the future use of the Property; (iv) the present and future structural and physical condition of the Property; (v) the ownership of the Property, except for the Receiver's Deed to be signed at Closing; (vi) the presence or absence of any rules or notices of violations of law issued by any governmental authority; (vii) the past, current, or future financial performance, occupancy, or profitability of the Property; (viii) the payment or lack thereof of any taxes applicable to the Property or the business and sales conducted on the Property; or (ix) any other matter or thing affecting or relating to the Property. Seller is not liable or bound in any manner by any verbal or written statements, representations, real estate brokers' "set-ups," or information pertaining to the Property, or the operation, layout, expenses, condition, income, leases, or rents furnished by any real estate broker, salesman, agent, employee, or other person, unless the same are specifically set forth herein. The provisions of this Section 17 shall survive Closing.

18. Management Pending Closing. Until the date of Closing, Seller shall: (a) maintain the Property in substantially the same condition as it is in as of the Effective Date; (b) manage the Property in a commercially reasonable manner and in a manner consistent with Seller's management of the Property prior to the Effective Date; (c) continue all insurance policies relative to the Property in full force and effect; (d) not enter into any agreement or take any action that would encumber the Property after Closing, that would bind Buyer or the Property after Closing, or that would be outside the normal scope of maintaining and operating the Property.

19. Brokers. Seller has engaged Jennifer Donathan of Keller Williams Advisors ("Broker") in connection with the sale of the Property by Seller ("Listing Agent"). At Closing, Seller shall pay a commission to Listing Agent in accordance with a separate agreement between Seller and Listing Agent. Seller and Buyer each represent to the other that it has not enlisted the services of a broker or other commissionable agent in connection with the purchase and sale of the Property, except as provided above, nor have they taken any actions that could give rise to a claim for a commission in connection with the transaction, except as provided above.

20. Default and Cure. If Seller fails, or refuses, to obtain the Sale Order, Buyer shall have the right to terminate this Agreement and receive a full refund of the Earnest Money and each Party shall be released of its obligations under this Agreement. If Seller obtains the Sale Order and Buyer fails or refuses to perform Buyer's obligations under this Agreement for any reason other than those provided for under Section 6 and Section 11 then, as Seller's sole and exclusive remedy, the Earnest Money shall be paid by Title Company to Seller as liquidated damages; the amount of which the Parties agree represents a reasonable estimate of Seller's total damages for Buyer's failure or refusal to perform Buyer's obligations herein.

21. Notices. Any notice to be given under this Agreement shall be in writing, shall be addressed to the Party to be notified at the address set forth below or at such other address as each Party may designate for itself from time to time by notice hereunder, and shall be deemed to have been given upon the earliest of (i) three days following deposit in the U.S. Mail, with proper postage prepaid, certified or registered, with return receipt requested, or (ii) the next business day

after delivery to a regularly scheduled overnight delivery carrier with delivery fees either prepaid or through an arrangement, satisfactory with such carrier, made for the payment of such fees, or (iii) receipt of notice given by email or personal delivery:

If to Seller:

Konza, LLC, Receiver  
Richard Boydston, Counsel  
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312 Walnut Street, Suite 2450  
Cincinnati, Ohio 45202  
Phone: 513-455-7663  
Email: richard.boydston@dentons.com

If to Buyer:

Hamilton County Land Reutilization  
Corporation  
3 East Fourth Street, Suite 300  
Cincinnati, OH 45202  
Attn: Kelley L. Allesee, Real Estate Counsel  
Phone: 513-632-3769  
Email: kallesee@cincinnatiport.org

22. Assignment; Successors and Assigns. Buyer is prohibited from assigning this Agreement to any third party without the express written consent of Seller, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, Buyer may assign this Agreement to an affiliated or managed entity without the need to obtain Seller's written consent. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective heirs, legal representatives, and permitted successors and assigns.

23. No Reservation of Property. The preparation and/or delivery of unsigned drafts of this Agreement shall not create any legally binding rights in the Property and/or obligations of the Parties, and Buyer and Seller acknowledge that this Agreement shall be of no effect until it is duly executed by Buyer and Seller and Title Company. If the day by which any action is to be taken pursuant to this Agreement is not a business day, then the time for the taking of such action shall be automatically extended to the next subsequent business day. As used herein, "business day" shall mean any day other than a Saturday, Sunday, or legal holiday.

- a. Other than the filing of pleadings in the Foreclosure Case, Seller agrees not to issue or make any public announcement, whether oral or written, of the sale of the Property without first giving Buyer the opportunity to review and comment upon the contents of the notice or other statement.
- b. The headings to the Sections of this Agreement have been inserted for convenience only and shall in no way modify or restrict any provisions hereof or be used to construe any such provisions.
- c. If any term of this Agreement is to any extent illegal, otherwise invalid or incapable of being enforced, such term shall be excluded to the extent of such invalidity or unenforceability. All other terms herein shall remain in

full force and effect. To the extent permitted and possible, the invalid or unenforceable term shall be deemed replaced by a term that is valid and enforceable and that comes closest to expressing the intention of such invalid or unenforceable term. If the application of the foregoing sentence should materially and adversely affect the substance of this Agreement, the Party that is adversely impacted shall be entitled to a reasonable amendment to this Agreement to restore the intention of this Agreement.

- d. This Agreement constitutes the entire agreement between the Parties and supersedes all prior negotiations regarding the subject matter hereof. This Agreement may not be modified except by an instrument in writing executed by the Parties.
- e. This Agreement may be executed in multiple counterparts, each of which shall be considered an original document.
- f. This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio.

24. Pending Court Approval. The rights and obligations of Seller and Buyer and the enforceability of this Agreement are subject to approval of the Agreement by order entered by the Court in the Foreclosure Case

IN WITNESS WHEREOF, the Parties have executed this Agreement for Purchase and Sale and Escrow Instructions on the dates set forth below.

(Signature page follows)

(Signature page to Agreement for Purchase and Sale)

**SELLER:**

**Konza, LLC, solely in its capacity as the court-appointed receiver in possession of certain assets of John Klosterman, Susan Klosterman, Boldface Properties, LLC, Emily Vets, LLC, Global Sanitation Systems, Inc., Sedamsville Heritage Properties, LLC, Sedamsville Historical Society, and Virginia Williamsburg, LLC, (commonly referred to as Klosterman Portfolio herein) in Case No. A1905588 of the Court of Common Pleas, Hamilton County, Ohio**

By: Richard Boydston, Manager  
Richard Boydston, Manager

Date: SEPTEMBER 14, 2022

**BUYER:**

**Hamilton County Land Reutilization Corporation**

By: Port of Greater Cincinnati Development Authority  
Its: Management Company

By: Laura N. Brunner  
Laura N. Brunner, President and CEO

Date: September 14, 2022

**Accepted**

Prominent Title Agency, LLC

By: \_\_\_\_\_  
Its: \_\_\_\_\_

Date: \_\_\_\_\_

# EXHIBIT A

## Legal Descriptions

**EXHIBIT A-1**

**TRACT 1**

**Being known as Lot Number One Hundred Two (102) of H.F. Sedem's Subdivision fronting thirty (30) feet west side Delhi Avenue by One Hundred (100) feet more or less in depth back to Sedem Street and known as Nos. 671-673 Delhi Avenue; said subdivision is recorded in Plat Book 10, Page 29, Hamilton County, Ohio Plat Records.**

Prior Deed recorded June 20, 2008 at 12:28 p.m. in Official Record Volume 10881,

**Page 1389**

**Address: 671-673 Delhi Avenue, Cincinnati, Ohio  
Parcel No. 153-0002-0094**

EXHIBIT A-2

TRACT 2

**Situated in the City of Cincinnati, County of Hamilton and State of Ohio, and beginning at a point in the southwesterly corner of Lodwick Street and Delhi Avenue; thence westwardly along the southerly line of said Lodwick Street ninety and 32/100 feet to the easterly line of Sedam Street; thence southerly along the easterly line of Sedam Street fifty and 34/100 feet more or less to the northerly line of Lot Number One Hundred Three of a subdivision made by the administrators of H. F. Sedam in Case No. 2957 Hamilton County Probate Court and recorded in Plat Book Number 10, pages 29 and 30 of the Hamilton County, Ohio Records; thence easterly along the northerly line of said Lot Number One Hundred Three of said subdivision ninety and 32/100 feet more or less to the westerly line of Delhi Avenue; thence northerly along the said westerly line of Delhi Avenue forty feet more or less to the place of beginning. Being all of Lot Number One Hundred Four of the subdivision aforesaid lying between the southerly line of Lodwick Street and the northerly line of said Lot Number One Hundred Three.**

Prior deed recorded January 16, 2018 at 12:03 p.m. in Official Record Volume 13584, Page 1959, Hamilton County, Ohio Records.

Address: 679 Delhi Avenue, Cincinnati, Ohio

Parcel 153-0002-0092:

EXHIBIT A-3  
TRACT 3

*Situate in the City of Cincinnati, County of Hamilton and State of Ohio, and in Section 35, Storts Township, and being part of Lot No. 2 on the recorded plat of G.H. Otte, et al., Subdivision of Lots, same plat being of record in Plat Book 2, Page 275 of the records of Hamilton County, Ohio, and more particularly described as follows:*

*Beginning at a point in the northerly line of Delhi Avenue as now improved, said point being South 55° 21' East, 26.8 feet from the intersection of said north line of Delhi Avenue and the west line of the above mentioned Lot No. 2; thence North 33° East, 324.10 feet to a point in the northerly line of said Lot No. 2; thence South 87° 16' East along the north line of Lot No. 2, 60.53 feet; thence South 34° 39' West, 356.35 feet to a point in the north line of Delhi Avenue; as now improved; thence North 55° 21' West along the North line of Delhi Avenue, 42 feet to the point of beginning.*

Prior deed reference: recorded June 11, 2007 at 10:46 a.m. in Official Record Volume 10570, Page 1292, Hamilton County, Ohio Records

Address: 794 Delhi Avenue, Cincinnati, Ohio  
Parcel 152-0039-0150

**EXHIBIT A-4  
TRACT 4**

**Situated in the City of Cincinnati, County of Hamilton, State of Ohio, and being the West one-half of Lot No. 21 of H.F. Sedam's Second Subdivision of Sedamaville as recorded in Plat Book 3, Page 182, Hamilton County, Ohio Recorder's office.**

Prior deed reference: recorded December 31, 2007 at 11:47 a.m. in Official Record Volume 10736, Page 1885, Hamilton County, Ohio Records

**Address: 742 Delhi Avenue, Cincinnati, Ohio  
Parcel 153-0003-0027**

EXHIBIT A-5  
TRACT 5

SITUATED IN THE COUNTY OF HAMILTON IN THE STATE OF OHIO AND IN THE CITY OF CINCINNATI, AND BOUNDED AND DESCRIBED AS FOLLOWS:

SITUATE IN SECTION 35, TOWN 4, FRACTIONAL RANGE 1, STORRS TOWNSHIP IN THE CITY OF CINCINNATI, OHIO; BEGINNING AT A POINT IN THE SOUTHERLY SIDE OF DELHI AVENUE WHERE THE EASTERLY LINE OF LOT NO. 5, PLAT "A" OF G.K. REYNOLDS ESTATE INTERSECTS THE SAME; RUNNING THENCE SOUTHERLY ALONG THE EAST LINE OF SAID LOT NO. 5, ONE HUNDRED AND ONE AND 39/100 (101.39) FEET MORE OR LESS TO THE NORTH SIDE OF SEDAM STREET; THENCE WESTERLY ALONG THE NORTH SIDE OF SEDAM STREET EIGHTY-FIVE (85) FEET MORE OR LESS TO THE CENTER LINE OF SAID LOT NO. 5; THENCE IN A NORTHERLY DIRECTION ALONG THE CENTER LINE OF SAID LOT NO. 5, ONE HUNDRED (100) FEET MORE OR LESS TO THE SOUTHERLY SIDE OF DELHI AVENUE; THENCE EASTWARDLY ALONG SAID DELHI AVENUE ONE HUNDRED AND TWO (102) FEET MORE OR LESS TO THE PLACE OF BEGINNING, BEING THE NORTH EASTERLY PART OF LOT NO. 5, PLAT "A" OF G.K. REYNOLDS ESTATE; BEING THE SAME PREMISES CONVEYED BY THE FORTHSCHRITT BAU VEREIN TO RICHARD JOHN WELSH, BY DEED DATED JUNE 8, 1903, RECORDED IN DEED BOOK 893, PAGE 64, HAMILTON COUNTY, OHIO RECORDS.

THE LOCATION OF THE POINT OF BEGINNING FOR THIS DESCRIPTION BEING DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE CENTER LINE OF DELHI AVENUE WITH THE CENTER LINE OF FAIRBANKS AVENUE; THENCE ALONG THE CENTER LINE OF DELHI AVENUE SOUTH 57 DEGREES 13 MINUTES EAST 40.45 FEET TO AN ANGLE; THENCE CONTINUING ALONG THE CENTER LINE OF DELHI AVENUE SOUTH 52 DEGREES 53 MINUTES EAST 199.49 FEET; THENCE SOUTH 46 DEGREES 27 MINUTES WEST 20.27 FEET TO THE PLACE OF BEGINNING.

Prior deed reference: recorded April 22, 2008 at 10:19 a.m. in Official Record Volume 10831, Page 755, Hamilton County, Ohio Records;

Address: 793 Delhi Avenue, Cincinnati, Ohio  
Parcel No. 153-0003-0048

EXHIBIT A-6  
TRACT 6

Situated in the County of Hamilton, State of Ohio, and known as Lot No. Eighteen (18) on the plat of H. F. Sedam's Second subdivision of lots in Sedamsville, Section 35, Storre Township, now part of Cincinnati, Ohio, recorded in Plat Book 3, page 226 of the records of said County; said lot fronts thirty (30) feet on the west side of Delhi and Industry Pike and runs westwardly in parallel lines one hundred (100) feet to Sedam Street.

Prior deed reference: recorded November 7, 1991 at 2:52 p.m. in Official Record Volume 5700, Page 1500, Hamilton County, Ohio Records

Address: 753 Delhi Avenue, Cincinnati, Ohio  
Parcel 153-0003-0063

**EXHIBITA-7A & 7B  
TRACTS 7A & 7B**

Situated in the City of Cincinnati, County of Hamilton and State of Ohio: And known as being Lots No. 195 and 222 on the plat of the subdivision made in Case No. 2957 Probate Court of Hamilton County, Ohio, by J. A. Jordan and H.D. Pack, Administrators of the estate of Henry F. Sedam, deceased, said Lot No. 195 fronts 30 feet on the easterly side of Orchard Street, now known as Steiner Street, and runs back between parallel lines 100 feet, said Lot No. 222 fronts 30 feet on the westerly side of Stricker Street and runs back between parallel lines 100 feet.

Prior deed reference: recorded July 21, 2014 at 11:34 a.m. in Official Record Volume 12658, Page 1477, Hamilton County, Ohio Records

Address: 652 Steiner Avenue, Cincinnati, Ohio  
Parcel Nos. 153-0002-0014 and 153-0002-0198

EXHIBIT A-9A & 9B  
TRACTS 9A & 9B

Situate in the City of Cincinnati, County of Hamilton, State of Ohio and being Lots 154 and 155 on the plat of subdivision made by the Administrators of Henry F. Sedam, Deceased, in Case No. 2957, Hamilton County Probate Court, as recorded in Plat Book 10, Pages 29 and 30 of the Plat Records of Hamilton County, Ohio.

Prior deed reference: recorded April 17, 1995 at 10:19 a.m. in Official Record Volume 6734, Page 527, Hamilton County, Ohio Records

Address: 639 Steiner Avenue, Cincinnati, Ohio  
Parcel Nos. 152-0042-0055 and 152-0042-0057

EXHIBIT A-10A, 10B, 10C &  
10D TRACTS 10A, 10B, 10C &  
10D

Situated in Sedamsville, City of Cincinnati, County of Hamilton, and State of Ohio, and being Lots Nos. 189, 190, 227, and 228 and a strip of ground 2 feet wide off the northerly side of Lot No. 188 Lying immedately south of and bounding said Lot No. 189, being 2 feet front on Steiner Avenue and extending back eastwardly between parallel lines the full depth of said Lot No. 188, and a strip of ground 2 feet wide off the northwardly side of Lot No. 229, lying immedately south of and bounding said Lot No. 228, being 2 feet front on Striker Avenue and extending back westwardly between parallel lines the full depth of said Lot No. 229 as said lots are designated on a plat of subdivision made in Case No. 2957 Hamilton County Probate Court by J. A. Jordan and H.O. Peck, Administrators of the estate of Henry F. Sedam, deceased. Also part of unnamed vacated alley lying between said lots.

Prior deed reference: recorded October 10, 1991 at 3:26 p.m. in Official Record  
Volume 5679, Page 1159, Hamilton County, Ohio Records

Addresses: 638 Steiner Avenue, Cincinnati, Ohio, being Parcel 152-0042-0044,  
938 Striker Avenue, Cincinnati, Ohio, being Parcel 152-0042-0043,  
940 Striker Avenue, Cincinnati, Ohio, being Parcel 152-0042-0045,  
640 Steiner Avenue, Cincinnati, Ohio, being Parcel 152-0042- 0172

EXHIBIT A-11  
TRACT 11

Situate in the City of Cincinnati, County of Hamilton, and State of Ohio, and more particularly described as being Lot No. One Hundred and Twenty-two (122) on a plat called Henry F. Sedam's Subdivision by his administrators made in Case No. 2957, Hamilton County Probate Court; said lot fronting

thirty feet on the easterly side of Delhi Avenue and running back for depth one hundred feet.

Prior deed reference: recorded November 6, 2014 at 2:15 p.m. in Official Record Volume 12747, Page 1483, Hamilton County, Ohio Records

Address: 632 Delhi Avenue, Cincinnati, Ohio  
Parcel 153-0002-0062

EXHIBIT  
A-12 TRACT  
12

**SITUATED IN THE CITY OF CINCINNATI, HAMILTON COUNTY, OHIO AND BEING ALL THAT CERTAIN LOT OR PARCEL OF LAND KNOWN, NUMBERED AND DESIGNATED AS ALL OF LOT NO. 105 ON A PLAT OF SUBDIVISION MADE BY JORDAN AND PECK, ADMINISTRATORS OF THE ESTATE OF HENRY F. SEDAM, DECEASED, FILED AND MADE PART OF THE RECORD IN THE PROBATE COURT OF HAMILTON COUNTY, OHIO, IN CASE NO. 957, OF SAID COURT; SAID PLAT BEING NOW RECORDED IN PLAT BOOK 10, PAGES 29 AND 30, IN THE RECORDER'S OFFICE OF HAMILTON COUNTY, OHIO SAID PROPERTY BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:**

**BEGINNING AT A POINT IN THE NORTHWEST CORNER OF DELHI AND LODWICK STREET, SAID POINT ALSO BEING THE SOUTHEAST CORNER OF LOT NO. 105; THENCE ALONG THE WEST SIDE OF DELHI AVENUE 23.17 FEET TO A POINT; SAID POINT BEING THE SOUTHEAST CORNER OF REGISTERED LAND CERTIFICATE NO. 39378; THENCE IN A SOUTHWESTERLY DIRECTION ALONG THE SOUTHERLY LINE OF PROPERTY DESCRIBED IN CERTIFICATE OF TITLE NO. 39378, 90.61 FEET, MORE OR LESS TO A POINT IN THE EASTERLY LINE OF SEDAM STREET; SAID POINT ALSO BEING THE SOUTHWESTERLY CORNER OF THE PROPERTY DESCRIBED IN CERTIFICATE OF TITLE NO. 39378; THENCE SOUTHEASTWARDLY ALONG THE EAST LINE OF SEDAM STREET 18.90 FEET TO A POINT; SAID POINT BEING THE NORTHEASTERLY CORNER OF SEDAM AND LODWICK STREETS AND ALSO THE SOUTHWESTERLY CORNER OF LOT NO. 105; THENCE EASTWARDLY ALONG THE NORtherLY SIDE OF LODWICK STREET 90.32 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.**

Prior deed reference: recorded July 2, 1992 at 11:17 a.m. in Official Record Volume 5894, Page 922, Hamilton County, Ohio Records

Address: 701 Delhi Avenue, Cincinnati, Ohio  
Parcel 153-0002-0091

EXHIBIT A-13  
TRACT 13

Situated in the City of Cincinnati, County of Hamilton, State of Ohio, and being Lot No. 100 of a subdivision made by the administrators of the Estate of W. F. Sedam, deceased, in Case No. 2957, Hamilton County, Ohio Probate Court, said Lot No. 100, fronting 34.88 feet along the westerly side of Sedam Street and running back for depth and along the southerly line of Lodwick Street, a plat of said subdivision is also recorded in Plat Book 10, page 29 of the Hamilton County, Ohio Plat Records.

Prior deed reference: recorded June 8, 1992 at 2:59 p.m. in Official Record Volume 5873, Page 1568, Hamilton County, Ohio Records

Address: 659 Sedam Street, Cincinnati, Ohio  
Parcel 153-0002-0145

EXHIBIT A14A & 14B  
TRACTS 14A & 14B

Situated in the City of Cincinnati, County of Hamilton, and State of Ohio, and further described as follows:

Beginning at the northwest corner of Lot No. 20 of the H.F. Sedam Estate, plat of which Subdivision is recorded in Plat Book 10, page 30 of the Plat Records of said County; thence along the northerly line of said Lot #20, 34 feet to a point, thence southeastwardly along a straight line to a point in the southerly line of Lot 19 of said Subdivision, which point is 29 feet distant from the southwest corner of said Lot #20; thence northwestwardly along the south lines of said Lots #19 and #20, 29 feet to the southwest corner of said Lot #20; thence northeastwardly along the westerly line of said Lot #20, 127 feet, more or less to the northwest corner of said Lot #20 and the place of beginning.

Prior deed reference: recorded September 9, 1993 at 8:21 a.m. in Official Record Volume 6265, Page 81, Hamilton County, Ohio Records

Addresses:

667 Delhi Avenue, Cincinnati, Ohio, being Parcel 153-0002-0185  
646 Sedam Street, Cincinnati, Ohio, being Parcel 153-0002-0182

EXHIBIT A-15  
TRACT 15

SITUATE IN THE CITY OF CINCINNATI, AND BEING MORE PARTICULARLY  
DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWESTERLY CORNER OF DELHI AVENUE AND LODWICK STREET AND RUNNING THENCE NORTH 29°25' WEST ALONG THE WESTERLY LINE OF DELHI AVENUE A DISTANCE OF 23.17 FEET TO THE TRUE PLACE OF BEGINNING; THENCE SOUTH 62°00' WEST A DISTANCE OF 53.00 FEET TO A POINT; THENCE NORTH 29°25' WEST A DISTANCE OF 30.39 FEET TO AN IRON PIPE; THENCE NORTH 62°00' EAST A DISTANCE OF 53.00 FEET TO A POINT IN THE WESTERLY LINE OF DELHI AVENUE; AND THENCE SOUTH 29°25' EAST ALONG SAID WESTERLY LINE A DISTANCE OF 30.39 FEET TO THE TRUE PLACE OF BEGINNING.

Prior deed reference: recorded May 9, 2019 at 1:45 p.m. in Official Record Volume 13914, Page 1804, Hamilton County, Ohio Records

Address: 703 Delhi Avenue, Cincinnati, Ohio  
Parcel 153-0002-0090

EXHIBIT A-16  
TRACT 16

Situated in the City of Cincinnati, Hamilton County, Ohio and known and designed as Lots 149, 150 and 151 as shown on a plat of subdivision made in Case No. 2957, Hamilton County Probate Court by J. A. Jordan and H. D. Peck, administrators of the estate of Henry F. Sedan, said plat being of record in Plat Book 10, Pages 29 and 30 in the office of the Recorder of Hamilton County, Ohio. Said premises together front 90 feet on the southwesterly side of Steiner Street (formerly Orchard Street) by 100 feet in depth. Also, the following described real estate, to-wit: A strip off of the south side of Lot 148 as designated on said plat of subdivision made in Case No. 2957, Hamilton County Probate Court, by J. A. Jordan and H. D. Peck, Administrators of the Estate of Henry F. Sedam, deceased, said plat being of record in Plat Book 10, Pages 29 and 30 in the office of said Recorder, being 6.10 feet in front on Steiner Street and 5.06 feet in width on rear of said lot.

Prior deed reference: recorded May 9, 2019 at 10:30 a.m. in Official Record Volume 13914, Page 00958, Hamilton County, Ohio Records

Address: 649 Steiner Avenue, Cincinnati, Ohio  
Parcel 153-0002-0057

**EXHIBIT A-17  
TRACT 17**

**Situate in Section 35, Township 4, Fractional Range 1, Hamilton County, Ohio, Beginning at the Southeast corner of a Lot on the Westerly side of Delhi Avenue, Leased by Henry F. Sedam to Henry Lange by Lease recorded in Lease Book 40, Page 590 of said county Lease records; said corner being 82 feet Westwardly from the Westerly Line of Lodwick Street, running thence on the Westerly Line of Delhi Avenue, Southwardly 30 feet; thence Westwardly parallel to Henry Lang's South Line 90 feet, more or less, to the beginning; being known as Lot One hundred Seven(107) as shown on plat of subdivision made by the administrator of Henry P. Sedam, as recorded in Plat Book 10, Page 29, Hamilton County, Ohio Records.**

Prior deed reference: recorded May 9, 2019 at 10:30 a.m. in Official Record Volume 13914, Page 00958, Hamilton County, Ohio Records

**Address:** 705 Delhi Avenue, Cincinnati, Ohio  
**Parcel** 153-0002-0089

**EXHIBIT A-18A & 18B  
TRACT 18A & 18B**

**Situate in the City of Cincinnati, Hamilton County, Ohio and being lots 196 and 221 of H.F. Sedam's Estate as recorded in Plat Book 10, Page 30, Hamilton County Records.  
together with that portion of a vacated four foot alleyway adjoining said lots.**

Prior deed reference: recorded May 9, 2019 at 10:30 a.m. in Official Record Volume 13914, Page 00958, Hamilton County, Ohio Records

Address: 654 Steiner Avenue, Cincinnati, Ohio  
Parcel Nos: 153-0002-0013 and 153-0002-0199

**EXHIBIT A-19  
TRACT 19**

**Situated in the City of Cincinnati, County of Hamilton, State of Ohio and being known, numbered and designated as Lot No. 124 of H.F. Sedam's Estate Case No. 2957, Probate Court, of a Ten Acre Tract in Section 36, Town 4, Fractional Range 1, and recorded in Plat Book 10, Page 29 of the Plate Records of Hamilton County, Ohio**

Prior deed reference: recorded May 9, 2019 at 10:30 a.m. in Official Record Volume 13914, Page 00958, Hamilton County, Ohio Records

Address: 636 Delhi Avenue, Cincinnati, Ohio  
Parcel 153-0002-0064

EXHIBIT A-20  
TRACT 20

***Situated in the City of Cincinnati, County of Hamilton, State of Ohio,  
described as follows:***

***All that certain lot of land in Sedamsville, known as the west half of Lot 3  
on a plat made by H.F. Sedam as recorded in Plat Book 3, page 182,  
Hamilton County, Ohio Records. Said lot being 30 feet front on the east  
side of Delhi Avenue and Industry Road by 100 feet deep back half way to  
Orchard Street, now Steiner Avenue. Also, the east half of Lot 3 designated  
on the plat of subdivision of Henry F. Sedam by T.S. Huntington, recorded  
in Plat Book 3, page 182, Hamilton County, Ohio Records.***

Prior Deed reference: recorded April 22, 2004 at 3:23 p.m. in Official Record Volume 9598, Page 5254, Hamilton County, Ohio Records

Address: 700 Delhi Avenue, Cincinnati, Ohio  
Parcel 153-0002-0037

**EXHIBIT A-21  
TRACT 21**

All that certain lot or parcel of land, being a part of a tract of 6-17/100 acres, formerly owned by Marcus D. Lykins, and situated, lying and being in Section 35, Township 4, and First Fractional Range of Townships, in the Miami Purchase, bounded and described, as follows to-wit:

Beginning at a stone in the northeast corner of said tract of 6-17/100 acres, the location of which stone is established by survey made by the County Surveyor, a plat of which survey is recorded in Plat Book 21, Page 12 of the County Surveyor's Records; and running thence South 42° East, 1 chain and 87 links to a stake on the east bank of Boldface Creek; thence South 53° East, 89 links to a point in said Creek; thence South 49° West, 4 chains and 38 links; thence North 50° 30' West, 3 chains and 10-1/3 links to a stake in the north line of the aforesaid tract of 6-17/100 acres; and thence with said line North 53° East 4 chains and 66 links to the place of beginning, and containing 1-29/100 acres; subject to legal highways.

**EXCEPTING THEREFROM:** the following described real estate:

Situate in Section 35, Town 4, Fractional Range I, Storrs Township, Hamilton County Ohio, and more particularly described as follows:

Beginning at the most northerly corner of Lot 13 of Lodwick's Subdivision of Broad Oak as recorded in Plat Book 11, page 34, Hamilton County, Ohio Recorder's Office; thence along the northwesterly line of Lot 13 and the southeasterly line of Archie Banfield and Bertha Bandfield property, South 48° 29' 20" West 42.03 feet; thence North 52° 06' West, 183.04 feet to the northwesterly line of said Bandfield property; thence along said northwesterly line North 53° 57' 30" East, 67.21 feet to the northeasterly line of said Bandfield property; thence along said northeasterly line South 44° 23' 40' East, 173.76 feet to the most northerly corner of said Lot 13 and the southeasterly line of said Banfield property and the place of beginning and being the same premises conveyed to the City of Cincinnati by deed dated 3-3-53 recorded in Deed Book 2260, Page 9, Hamilton County, Ohio Records.

Also an easement for a fill descending toward the street on a 1% grade, on the following described strip of land:

Beginning at the most westerly corner of the above-described parcel; the same southeastwardly along the southwesterly line of said parcel 183.04 feet to the southeasterly line of said Banfield property; thence southwestwardly along said southeasterly line 25 feet; thence northwestwardly 78 feet to a point 23 feet southwest at right angles from the southwesterly line of said parcel; thence northwesterly 75 feet to a point 23 feet southwest at right angles from the southwesterly line of said parcel; thence northwestwardly 31 feet to a point in the northwesterly line of said Banfield property, said point being 18 feet southwest of the most westerly corner of said parcel as measured along the northwesterly line; thence northeastwardly along said northwesterly line 18 feet to the pillars of beginning.

Prior deed reference: recorded May 17, 2005 in Official Record Volume 9937, Page 1741, Hamilton County, Ohio Records

Address: 685 Halsey Avenue, Cincinnati, Ohio  
Parcel 155-0048-0001

EXHIBIT A-23  
TRACT 23

Situate in the City of Cincinnati, Hamilton County, State of Ohio and being the West half of Lot No. 20 of H. F. Sedam's Second Subdivision, a plat of which is recorded in Plat Book 3, Page 182 of the Hamilton Avenue and having a depth of 100 feet.

Prior Deed reference: recorded July 23, 2008 at 7:34 a.m. in Official Record Volume 10907, Page 219, Hamilton County, Ohio Records

Address: 740 Delhi Avenue  
Parcel 153-0008-0028

**EXHIBIT A-24  
TRACT 24**

Situate in Sedamsville, in the City of Cincinnati, Hamilton County, State of Ohio and being Lot No. 37 on the plat of subdivision of Henry F. Sedam's Estate as per plat recorded in Plat Book 3, Page 226, Hamilton County, Ohio Plat Records; said Lot No. 37 fronting 30 feet on the West side of Sedam Street by 100 feet in depth.

Prior Deed reference; recorded July 22, 2008, at 9:12 a.m. in Official Record Volum 10906, Page 1312, Hamilton County, Ohio Records

Address: 739 Sedam Street

Parcel 153-0003-0089

EXHIBIT A-25  
TRACT 25

SITUATE IN THE CITY OF CINCINNATI, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWESTERLY CORNER OF DELHI AVENUE AND LODWICK STREET AND RUNNING THENCE NORTH 29°25' WEST ALONG THE WESTERLY LINE OF DELHI AVENUE A DISTANCE OF 23.17 FEET TO A POINT; THENCE SOUTH 62°00' WEST A DISTANCE OF 53.00 FEET TO THE TRUE PLACE OF BEGINNING; THENCE CONTINUING SOUTH 62°00' WEST A DISTANCE OF 37.61 FEET TO A POINT IN THE EASTERLY LINE OF SEDAM STREET; THENCE NORTH 31°42'30" WEST ALONG SAID EASTERLY LINE A DISTANCE OF 30.45 FEET TO A POINT; THENCE NORTH 62°00' EAST A DISTANCE OF 38.82 FEET TO AN IRON PIPE; AND THENCE SOUTH 29°25' EAST A DISTANCE 30.39 FEET TO THE TRUE PLACE OF BEGINNING.

Prior Deed reference: November 23, 2010 at 9:17 a.m.in Official Record Volume 11588, Page 500 and Registered Land Certificate of Title No. 227648, Hamilton County, Ohio Records

Address: 702 Sedam Street

Parcel: 153-0002-0196

**EXHIBIT A-26  
TRACT 26**

Situate in the City of Cincinnati, Hamilton County, Ohio, and being the East half of Lots 31, 32 and 33 of H. F. Sedam's Second Subdivision, a plat of which is recorded in Plat Book 3, Page 182 of the Hamilton County, Ohio Records.

The East half of said Lots 32 and 33 were conveyed to the said Matthew W. Allen by a deed recorded in Deed Book 558, Page 278 of the Hamilton County, Ohio Records.

Prior Deed reference: recorded September 15, 2009 at 10:36 a.m. in Official Record Volume 11240, Page 1368, Hamilton County, Ohio Records

Address: 767 Steiner Avenue

Parcel: 153-0003-0003

EXHIBIT  
A-27  
TRACT 27

Situated in the City of Cincinnati, Hamilton County and State of Ohio and bounded and described as follows: Being the west one-half of that certain parcel of land known as Lot Number 33 of the Second Subdivision made by Henry F. Sedam and recorded in Plat Book 3, Page 182, Hamilton County, Ohio Records; fronting 30 feet on the northeastwardly side of Delhi Pike; thence running back northeastwardly the width of said lot for a depth of 100 feet, together with and subject to easements, restrictions, conditions and covenants of record and subject to all legal highways.

Prior Deed Reference: recorded November 12, 2004, at 9:29 a.m. in Official Record Volume 9780, Page 2246, Hamilton County, Ohio Records

Address: 764 Delhi Avenue

Parcel: 153-0003-0004

EXHIBIT A-28  
TRACT 28

Situated in the City of Cincinnati, Hamilton County and State of Ohio and bounded and described as follows: Being the west one-half of that certain parcel of land known as Lot Number 32 of the Second Subdivision made by Henry F. Sedam and recorded in Plat Book 3, Page 182, Hamilton County, Ohio Records; fronting 30 feet on the northeastwardly side of Delhi Pike; thence running back northeastwardly the width of said lot for a depth of 100 feet, together with and subject to easements, restrictions, conditions and covenants of record and subject to all legal highways.

Prior Deed reference: recorded November 12, 2004, at 9:29 a.m. in Official Record Volume 9780, Page 2246, Hamilton County, Ohio Records

Address: 762 Delhi Avenue

Parcel: 153-0003-0006

**EXHIBIT A-29  
TRACT 29**

Situate in the City of Cincinnati, Hamilton County, and State of Ohio and bounded and described as follows:

Being the West one-half of that certain parcel of land known as Lot Number 31 of the second subdivision made by Henry F. Sedam and recorded in Plat Book 3, Page 182 of the Hamilton County, Ohio Records, fronting 30 feet on the northeastwardly side of Delhi Pike; thence running back northeastwardly the width of said lot for a depth of 100 feet.

Prior Deed reference: recorded September 15, 2009 at 10:49 a.m. in Official Record Volume 11240, Page 1468, Hamilton County, Ohio Records

Address: 756 Delhi Avenue

Parcel: 153-0003-0008

EXHIBIT A-30  
TRACT 30

Situate in the City of Cincinnati, Hamilton County, Ohio, and being the West half of Lot #17 of H. F. Sedam's Second Subdivision, a plat of which is recorded in Plat Book 3, Page 182 of the Hamilton County, Ohio Records.

Said West half of Lot No. 17 was conveyed to said Matthew W. Allen and Emily Allen by a deed recorded in Deed Book 696, Page 490 of the Hamilton County, Ohio Records, the interest of Emily Allen therein having been devised to the said Matthew W. Allen under a Last Will and Testament and codicils thereto of the said Emily Allen recorded in Will Book 86, Page 200 in the Records of Probate Court, Hamilton County, Ohio.

Prior Deed reference: recorded September 15, 2009 at 10:36 a.m. in Official Record Volume 11240, Page 1871, Hamilton County, Ohio Records

Address: 732 Delhi Avenue

Parcel: 153-0003-0036

EXHIBIT A-31  
TRACT 31

Situate in the City of Cincinnati, County of Hamilton and State of Ohio, and more particularly described as follows:

Being the West part of Lot 16 of H. F. Sedam's Second Subdivision as the same is recorded in

Plat Book 3, Page 182, Hamilton County, Ohio Records and more particularly described as follows:

Beginning at the westerly corner of said Lot 16; thence northeastwardly along the northwesterly line of said Lot 16 one hundred feet; thence southeastwardly at right angles to said northwesterly line 30 feet to the southeasterly line of said lot; thence southwestwardly along the southeasterly line of said lot 100 feet, to the most southerly corner of said lot; thence northwesterly along the southwesterly line of said lot 30 feet to the place of beginning.

Prior Deed reference: recorded September 15, 2009 at 10:36 a.m. in Official Record Volume 11240, Page 1373, Hamilton County, Ohio Records

Address: 730 Delhi Avenue

Parcel: 153-0003-0038

EXHIBIT A-32  
TRACT 32

Situate in the City of Cincinnati, County of Hamilton and State of Ohio, and more particularly described as follows:

Being the West part of Lot 15 of H. F. Sedam's Second Subdivision as the same is recorded in

Plat Book 3, Page 182, Hamilton County, Ohio Records and more particularly described as follows:

Beginning at the most westerly corner of said Lot 15; thence northeastwardly along the northwesterly line of said Lot 15 one hundred feet; thence southeastwardly at right angles to said northwesterly line 30 feet to the southeasterly line of said lot; thence southwesterly along the southeasterly line of said lot 100 feet to the most southerly corner of said lot; thence northwesterly along the southwesterly line of said lot 30 feet to the place of beginning.

Prior Deed reference: recorded September 15, 2009 at 10:36 a.m. in Official Record Volume 11240, Page 1375, Hamilton County, Ohio Records

Address: 728 Delhi Avenue

Parcel: 153-0003-0040

EXHIBIT A-38  
TRACT 33

*Situate in the City of Cincinnati, Hamilton County, Ohio, being easterly half of Lot 2 of Champlin's Subdivision, Case 101999, Book 236, page 510 C.P. CT. and being more particularly described as follows:*

*Beginning at a point in the Southerly line of Delhi Avenue at the Northeasterly corner of said Lot 2; Thence South 40 degrees 31' West along the line between lot 2 and 3 said subdivision a distance of 100.03 feet to a point in the Northerly line of Sedam Street; Thence North 43 degrees 00' West along the Northerly line of Sedam Street a distance of 15.00 feet to a point; Thence North 48 degrees 31' East a distance of 100.03 feet to a point in the Southerly line of Delhi Avenue; Thence South 43 degrees 00' East, along the Southerly line of Delhi Avenue a distance of 15.00 feet to a point the place of beginning*

Prior Deed reference: recorded July 11, 2005 at 11:12 a.m. in Official Record Volume 9982, Page 2049, Hamilton County, Ohio Records

Address: 789 Delhi Avenue

Parcel: 153-0003-0050

EXHIBIT A-34  
TRACT 34

*The following real estate situated in the City of Cincinnati, in the County of Hamilton and State of Ohio of being known as Lot No. 4 and 5 of Champlins Subdivision of a subdivision of Lot 6 Plat "A" on the plat of G.K. Reynold's Estate in Section 35, Storr's Township made by J. Workum, Trustee, in Case No. 101999, Hamilton County Common Pleas Court, a plat of which is recorded in Plat Book 236, page 510, Hamilton County, Ohio Common Pleas Plat Records. Said Lot 4 fronts 30 feet on the southwesterly side of Delhi Avenue and running back between southwesterly side of Delhi Avenue and running back between parallel lines 100.003 feet more or less to Sedam Street, and said Lot 5 fronting 30 feet on the southwesterly side of Delhi Avenue and running back between parallel line 100.003 feet, more or less to Sedam Street.*

Also the following:

Situate in the City of Cincinnati, County of Hamilton, State of Ohio and being part of Lot 6 of Champlin's Subdivision and being more particularly described as follows:

Beginning at a point at the most northerly corner of Lot 6 of Champlin's Subdivision, said point also being in the southwesterly line of Delhi Avenue; thence South 43° 00' East along the northeasterly line of Lot 6 of Champlin's Subdivision and the southwesterly line of Delhi Avenue, a distance of 0.98 feet to a point; thence South 47° 52' West, a distance of 100.00 feet to a point in the southwesterly line of Lot 6 and the northeasterly line of Sedam Street; thence North 43° 00' West along the southwesterly line of Lot 6 of said subdivision and the northeasterly line of Sedam Street, a distance of 2.07 feet to a point at the most westerly corner of Lot 6 of Champlin's Subdivision; thence North 48° 31' East along the northwesterly line of Lot 6 of said subdivision, a distance of 100.03 feet to a point, the place of beginning.

Prior Deed reference: recorded July 11, 2005 at 11:12 a.m. in Official Record Volume 9982, Page 2048, Hamilton County, Ohio Records

Address: 787 Delhi Avenue

Parcel: 153-0003-0052

EXHIBIT A-35  
TRACT 35

Beginning at a point in the westerly line of Delhi Avenue, which point is the southeasterly corner of Lot Six (6) of a subdivision made by the Trustee of Kleanor Champlin, Deceased, of Lot Six (6), Plat A, G.K. Reynold's Estate in Case No. 101999, Hamilton County Common Pleas Court; thence southwardly along the said westerly line of Delhi Avenue 31.35 feet to a point; thence South 41 7" West 100 feet to a point in the easterly line of Sedam Street; thence northerly along the

easterly line of Sedam Street 31.78 feet, more or less, to the southwesterly corner of said Lot Six (6), of Trustee of Champlin's Subdivision aforesaid; thence North 41 22" East along the southerly line of said Lot Six (6), 100 feet, more or less, to the place of beginning.

Being part of Lot Seven (7), Plat A, of Subdivision made in the division of the land among the heirs of G.K. Reynolds, Deceased in Case No. 26315, Hamilton County, Common Pleas Court.

Prior Deed reference: recorded September 15, 2009 at 10:37 a.m. in Official Record Volume 11240, Page 1377, Hamilton County, Ohio Records

Address: 773 Delhi Avenue

Parcel: 153-0003-0055

EXHIBIT A-36  
TRACT 36

:

Situated in the City of Cincinnati, Hamilton County, Ohio and being Lot No. 10 and Lot No. 11 of A. Bork's Subdivision of the lands of H.F. Sedam as recorded in Plat Book 3, Page 226, Hamilton County, Ohio Records; said lots each fronting 30 feet on the west side of Delhi Pike and running back to Sedam Street, together with and subject to easements, restrictions, conditions, and covenants of record and subejct to all legal highways.

Prior Deed reference: recorded November 12, 2004 at 9:29 a.m. in Official Record Volume 9780, Page 2246, Hamilton County, Ohio Records

Address: 737 Delhi Avenue

Parcel: 153-0003-0070

**EXHIBIT A-37  
TRACT 37**

Situate in the City of Cincinnati, Hamilton County, Ohio and being Lot No. 9 of Sedam's Second Subdivision, plat of which is recorded in Plat Book 3, Page 226 of the Hamilton County, Ohio Records, fronting 30 feet each on the west side of Delhi Avenue and having a depth of 100 feet, together with and subject to easements, restrictions, conditions and covenants of record and subject to all legal highways.

Prior Deed reference: recorded November 12, 2004 at 9:29 a.m. in Official Record Volume 9780, Page 2246, Hamilton County, Ohio Records

**Address:** 735 Delhi Avenue

**Parcel:** 153-0003-0072

**EXHIBIT A-38  
TRACT 38**

Situated in the City of Cincinnati, Hamilton County, Ohio and being Lot No. 8 of H.F. Sedam's Second Subdivision, plat of which is recorded in Plat Book 3, Page 226 of the Hamilton County, Ohio Records, fronting 30 feet each on the West side of Delhi Avenue consecutively, and having a depth of 100 feet each.

Prior Deed reference: recorded September 14, 2009 at 9:03 a.m. in Official Record Volume 11239, Page 1108, Hamilton County, Ohio Records

Address: 733 Delhi Avenue

Parcel: 153-0003-0073

EXHIBIT A-39  
TRACT 39

SITUATED IN THE CITY OF CINCINNATI, COUNTY OF HAMILTON AND STATE OF OHIO: TO-WIT:  
SITUATED IN SECTION 35, TOWNSHIP 4, FRACTIONAL RANGE 1, MIAMI PURCHASE, AND BEING  
THE WEST HALF OF LOT NO. 9 OF H.P. SEDAMS SUBDIVISION AS RECORDED IN PLAT BOOK 3,  
PAGE 132 RECORDER'S OFFICE AS SURVEYED AND PLATTED BY T.E. HUNTINGTON SURVEYOR,  
APRIL 1870, AND BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING ON THE EAST SIDE OF DELHI AND INDUSTRY TURNPIKE 765 FEET AND 8 INCHES  
SOUTH OF H.P. SEDAM NORTH LINE; THENCE AT RIGHT ANGLES TO SAID DELHI AND INDUSTRY  
TURNPIKE NORTHERN 43 DEG. 40' EAST, 100 FEET; THENCE SOUTH 40 DEG. 20' EAST, 30 FEET;  
THENCE SOUTH 43 DEG. 40' WEST, 100 FEET TO THE EAST LINE OF SAID DELHI AND INDUSTRY  
TURNPIKE; THENCE THE SAID EAST LINE OF SAID TURNPIKE NORTH 40 DEG. 20' WEST, 30 FEET  
TO THE PLACE OF BEGINNING.

Prior Deed reference: recorded December 31, 2014 at 9:02 a.m. in Official  
Record Volume 12787, Page 723, Hamilton County, Ohio Records

Address: 714 Delhi Avenue

Parcel: 153-0002-0082

EXHIBIT  
A-40  
TRACT 40

Situate in the City of Cincinnati, County of Hamilton, and State of Ohio, and beginning at a point in the westerly line of Delhi Avenue where the same is intersected by the southerly line of what is now known as Lot 109 on the plat of H.F. Sedams Estate Subdivision, as recorded in Plat Book 10, Pages 29 and 30, Hamilton County, Ohio Plat Records; running thence northerly along the westerly line of said Delhi Avenue, 49.91 feet to a point; thence southwestwardly 94.54 feet more or less to a point in the easterly line of Sedam Street to a point which is 50 feet northwestwardly from the southeast corner of said Lot 109; thence southeast along the northeast line of said Sedam Street, 50 feet to the southeast corner of said Lot 109; thence northeast along the southeasterly line of said Lot No. 109, 94.50 feet to the place of beginning.

Prior Deed reference: recorded December 31, 2014 at 9:02 a.m. in Official Record Volume 12787, Page 723, Hamilton County, Ohio Records

Address: 709 Delhi Avenue

Parcel: 153-0002-0086

EXHIBIT  
A-41  
TRACT 41

Situate in the City of Cincinnati, Hamilton County, State of Ohio, being part of an alley vacated by Ordinance of the City of Cincinnati, being two feet more or less in width by 30 feet in length, the West line of said alley being adjacent to the East line of said Lot 184, as designated on a plat of subdivision made in Case No. 2957, Hamilton County Probate Court, by J.A. Jordan and H.D. Peek, Administrators of the Estate of Henry F. Sedam, deceased, as recorded in Plat Book 10, pages 29 and 30 of plat records of Hamilton County, Ohio.

Prior Deed reference: recorded July 14, 2017 at 12:03 p.m. in Official Record Volume 13459, Page 2505, Hamilton County, Ohio Records

Address: 626 Steiner Avenue

Parcel: 152-0042-0168

EXHIBIT A-55  
TRACT 55

Situate in the City of Cincinnati, Hamilton County, State of Ohio and being  
Lot No. 184 as designated on the plat of subdivision made in Case No. 2957,  
Hamilton County Probate Court, by J.A. Jordan and H.D. Peek,  
Administrators of Estate of Henry F. Sedam, deceased, as recorded in Plat  
Book 10, pages 29 and 30 of plat records of Hamilton County, Ohio.

Prior Deed reference: recorded April 21, 2004 at 3:24 p.m. in Official Record  
Volume 9598, Page 5255, Hamilton County, Ohio Records

Address: 626 Steiner Avenue

Parcel: 152-0042-0034

**EXHIBIT A-42  
TRACT 42-A**

Situate in Sedamsville, Cincinnati, Hamilton County, Ohio and being known as Lot Number One Hundred Fifty-six (156) in the subdivision of the Estate of said Henry F. Sedam, Deceased, made by Jordan & Peck Administrators, as appears by a plat thereof in Case No. 2957, Hamilton County, Ohio Probate Court.

Prior Deed reference: recorded April 17, 1995 at 10:19 a.m. in Official Record Volume 6734, Page 527, Hamilton County, Ohio Records

**Address: 637 Steiner Avenue**

**Parcel: 152-0042-0059**

**TRACT 42-B**

Situate in Sedamsville, Cincinnati, Hamilton County, Ohio and being known as Lots Number one hundred and fifty-seven (157) one hundred and fifty-eight (158), one hundred and fifty-nine (159) and one hundred and sixty (160) on the subdivision of the Estate of said Henry F. Sedam, deceased, made by Jordan & Peck administrators, and a plat of which is filed in Case No. 2957, Hamilton County Probate Court.

Hamilton County Auditor's Book 152, Page 42, Parcels 61,63, 65, and 66.

Being the same premises conveyed to Grantor's predecessor in office by Deed recorded in Deed Book 640, Page 293 of the Land Records, Hamilton County, Ohio.

Prior deed reference: Official Record Book 10471, Page 2836

**Address: 637 Steiner Avenue, Cincinnati, OH 45204**

**Parcel No.: 152-0042-0061-00**

EXHIBIT  
A-43  
TRACT 43

Situated and fronting 30 feet on the southwest side of Delhi Avenue (formerly Delhi Pike), running back southwardly for a distance, the width of the Lot, 100 feet to Sedam Street, and numbered 21 on a Plat of Subdivision of Lots in Sedamsville, in Section 35, Storre Township, now a part of Cincinnati, Hamilton County, Ohio, made by H.F. Sedam, recorded in Plat Book 3, Page 226, Hamilton County, Ohio Records.

Prior Deed reference: recorded June 29, 2006 at 8:45 a.m. in Official Record Volume 10283, Page 1247, Hamilton County, Ohio Records

Address: 759 Delhi Avenue

Parcel: 153-0003-0060

**EXHIBIT**

**A-4 4**

**TRACT 44**

Situate in the City of Cincinnati, Hamilton County, Ohio and in Section 35 of Storrs Township, and being the southerly 95 feet of Lot B of H.F. Sedam's Estate, as recorded in Plat Book 10, Page 29, Hamilton County, Ohio Records.

Prior Deed reference: recorded August 30, 2004 at 7:56 a.m. in Official Record Volume 9714, Page 519, Hamilton County, Ohio Records

Address: 712 Steiner Avenue

Parcel: 152-0038-0011

**EXHIBIT A-45 & A-46  
TRACT 45 AND TRACT 46**

Situate in the City of Cincinnati, County of Hamilton, State of Ohio and bounded and described as follows:

Being all of Lot No. 19 and Lot No. 20 of Henry F. Sedam's Subdivision, as recorded in Plat Book 3, Page 226 of the Plat Records in the Recorder's Office of said County, said lot being 30 feet in front on the west side of Delhi Pike, and running back westwardly 100 feet to Sedam Street.

Prior Deed reference: recorded June 11, 1992 at 1:30 p.m. in Official Record Volume 5876, Page 946, Hamilton County, Ohio Records

Address: 757 Delhi Avenue and 755 Delhi Avenue

Parcel: 153-0003-0061 and 153-003-0062

**EXHIBIT A-4 7  
TRACT 47**

Situate in the City of Cincinnati, Hamilton County, Ohio, to wit:

Known and designated as Lot No. Seventeen (17) on the plat of subdivision of H.F. Sedam, recorded in Plat Book 3, Page 26, Hamilton County, Ohio Records, and being thirty (30) feet in front on the west side of Delhi Pike and one hundred (100) feet deep back to Sedam Street.

Prior Deed reference: recorded November 7, 1991 at 2:52 p.m. in Official Record Volume 5700, Page 1500, Hamilton County, Ohio Records

Address: 751 Delhi Avenue

Parcel: 153-0003-0064

EXHIBIT A-48 & A-49  
TRACT 48 AND TRACT 49

Situated in the City of Cincinnati, Hamilton County, State of Ohio, and being Lots Number 183 and 234 as designated on a plat of subdivision made in Case No. 2957, Hamilton County Probate Court by J.A. Jordan and H.F. Peek, Administrators of the Estate of Henry F. Sedam, deceased, as recorded in Plat Book 10, page 29 and 30 of the Plat Records of Hamilton County, Ohio. Said lot 183 fronts thirty (30) feet along the easterly side of Steiner Avenue and extends back eastwardly parallel lines a distance of one hundred (100) feet for depth to an alley; said Lot 234 fronts thirty (30) feet along the westerly side of Striker Avenue and extends back westwardly between parallel lines a distance of one hundred (100) feet for depth to an alley.

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Address: 924 Striker Avenue and 624 Steiner Avenue

Parcel: 152-0042-0032 and 152-0042-0031

**EXHIBIT A-50  
TRACT 50**

Being a 4 foot by 30 foot unnamed vacated alley situated between Lots number 183 and 234 as designated on a plat of subdivision made in case No. 2957, Hamilton County Probate Court, by J.A. Jordan and H.D. Peek, Administrators of the Estate of Henry E. Sedam, deceased, as recorded in Plat Book 10, page 29 and 30 of the Plat Records of Hamilton County, Ohio.

Address: 624 Steiner Avenue

Parcel: 152-0042-0166

**EXHIBIT A-51  
TRACT 51**

Situate in the City of Cincinnati, County of Hamilton and State of Ohio, and being all that lot of land known as Lot Number One Hundred Sixty-One (161) on the plat of subdivision made by the administrators of Henry F. Sedam, Deceased, and on file in Case No. 2957, Hamilton County Probate Court; said Lot Number One Hundred Sixty-One (161) is thirty (30) feet in front on the west side of Orchard Street and One Hundred (100) feet deep.

Prior Deed reference: recorded February 12, 2007 at 2:34 p.m. in Official Record Volume 10471, Page 2836, Hamilton County, Ohio Records

Address: Steiner Avenue

Parcel: 152-0042-0067

**EXHIBIT A-52  
TRACT 52**

**Situate in Sedamsville in the City of Cincinnati, Ohio, to-wit:**

**Lot Number One Hundred Sixty-two (162) on the plat of subdivision made by Jordan & Peck, Administrators of the Estate of Henry F. Sedam, Deceased, in Case No. 2957, Hamilton County Probate Court and recorded in Plat Book 10, Pages 29-30, Hamilton County, Ohio Records.**

**Prior Deed reference: recorded February 12, 2007 at 2:34 p.m. in Official Record Volume 10471, Page 2836, Hamilton County, Ohio Records**

**Address: Steiner Avenue**

**Parcel: 152-0042-0069**

**EXHIBIT A-53 & A-54  
TRACT 53 AND TRACT 54**

Situate in the City of Cincinnati, Hamilton County, Ohio and in Section 28, Township 4, Fractional Range 1, of the Miami Purchase, and being more particularly described as follows:

Beginning at a point in the westerly line of Delhi Avenue 31.38 feet southeastwardly of the southeasterly corner of Lot No. Six (6) of a subdivision made by the trustee of Kleanor Champlin, Deceased in Case No. 01019999, Hamilton County, Ohio Common Pleas Court; thence Southwardly along the westerly line of Delhi Avenue 118.65 feet to a point; thence South 45°

55 minutes West along the northerly line of Lot No. Twenty-two (22) of H.F. Sedam's Second Subdivision as recorded in Plat Book 3, Page 228, Hamilton County, Ohio Records, 100 feet to a point in the easterly line of Sedam Street; thence northerly along the easterly line of Sedam Street 110.27 feet to a point; thence North 44° 07 minutes East 100 feet to the place of beginning. Being a part of Lot No. Seven (7), Plat "A" of Subdivision made in the division of the land among the heirs of G. K. Reynolds, Deceased in Case No. 26315, Hamilton County, Ohio Common Pleas Court, and all of Lot Twenty-three (23) of M.F. Sedam's Second Subdivision as Recorded in Plat Book 3, Page 226, Hamilton County, Ohio Records.

Prior Deed reference: recorded April 22, 2004 at 3:24 p.m. in Official Record Volume 9598, Page 5255, Hamilton County, Ohio Records

Address: 769 Delhi Avenue and 767 Delhi Avenue

Parcel: 153-003-0056 & 153-003-0058

**EXHIBIT A-56 & A-57  
TRACT 56 AND TRACT 57**

Situate in the City of Cincinnati, Hamilton County, Ohio in Section 35, Township 1 of the Miami Purchase, namely: Lots 11 and 12 of Lodwick's Subdivision of Broad Oak, as recorded in Plat Book 11, Pages 34 and 325, Hamilton County, Ohio Records.

**Address:** Tracts 56 and 57: 679 Fernland Avenue and 677 Halsey Avenue

**Parcel:** 153-0002-0154 and 153-0002-0155

**EXHIBIT A-58  
TRACT 58**

Situated in the City of Cincinnati, County of Hamilton and State of Ohio and being all that certain lot of land known and designated as Lot No. 120 on the plat of subdivision made by Jordan and Pack, Administrators of the Estate of Henry F. Sedam, deceased (in Plat Book 10, Pages 29 and 30) and filed and made a part of the record of Probate Court of Hamilton County, Ohio Case No. 2957; said Lot 120 is 30 feet on the east side of Delhi Industry Pike and 100 feet deep.

Prior Deed reference: recorded June 23, 2017 at 11:52 a.m. in Official Record Volume 13445, Page 1025, Hamilton County, Ohio Records

**Address:** 628 Delhi Avenue

**Parcel:** 152-0042-0058

**EXHIBIT A-59  
TRACT 59**

Situated in the City of Cincinnati, County of Hamilton and State of Ohio and being all of Lot 95 as designated on the plat of subdivision in Case No. 2957, Hamilton County Probate Court by J.A. Horden and H.D. Peck, as Administrators of the Estate of Henry F. Sedam, Deceased, as recorded in Plat Book 10, Page 29, Hamilton County, Ohio Plat Records.

Save and except a triangular parcel off of the southeastern side of said lot conveyed to the City of Cincinnati and recorded in Deed Book 2660, Page 5, Hamilton County, Ohio Records.

Prior Deed reference: recorded June 23, 2017 at 11:51 a.m. in Official Record Volume 13445, Page 1023, Hamilton County, Ohio Records

Address: 649 Sedam Street

Parcel: 153-0002-0140

## EXHIBIT B

### Receiver's Deed

Deed of Receiver

Konza, LLC as receiver appointed by order entered by the Court of Common Pleas of Hamilton County, Ohio in Case Number A1905588, by the power conferred by said order and every other power, for \$ \_\_\_\_\_ paid, grants with fiduciary covenants, to Hamilton County Land Reutilization Corporation, , whose tax-mailing address is \_\_\_\_\_ the following real property subject to obligations and restrictions documented in a separate contract between Grantor and Grantee:

See attached Exhibit A.

Exhibit A-1 Tract 1- Parcel Number 153-0002-0094; Property Address: 671-673 Delhi Avenue, Cincinnati, Ohio; Prior Instrument Reference: Vol. 10881 Pg. 1389

Exhibit A-2 Tract 2- Parcel Number 153-0002-0092; Property Address: 679 Delhi Avenue, Cincinnati, Ohio; Prior Instrument Reference: Vol. 13584 Pg. 1959

Exhibit A-3 Tract 3- Parcel Number 152-0039-0150; Property Address: 794 Delhi Avenue, Cincinnati, Ohio; Prior Instrument Reference: Vol. 10570 Pg. 1292

Exhibit A-4 Tract 4- Parcel Number 153-0003-0027; Property Address: 742 Delhi Avenue, Cincinnati, Ohio; Prior Instrument Reference: Vol. 10736 Pg. 1885

Exhibit A-5 Tract 5- Parcel Number 153-0003-0048; Property Address: 793 Delhi Avenue, Cincinnati, Ohio; Prior Instrument Reference: Vol. 10831 Pg. 755

Exhibit A-6 Tract 6- Parcel Number 153-0003-0063; Property Address: 753 Delhi Avenue, Cincinnati, Ohio; Prior Instrument Reference: Vol. 5700 Pg. 1500

Exhibit A-7 Tracts 7A&7B- Parcel Numbers 153-0002-0014 and 153-0002-0198; Property Address: 652 Steiner Avenue, Cincinnati, Ohio; Prior Instrument Reference: Vol. 12658 Pg. 1477

Exhibit A-9 Tracts 9A&9B- Parcel Numbers 152-0042-0055 and 152-0042-0057; Property Address: 639 Steiner Avenue, Cincinnati, Ohio; Prior Instrument Reference: Vol. 6734 Pg. 527

Exhibit A-10 Tracts 10A, 10B, 10C & 10D- Parcel Numbers 152-0042-0044, 152-0042-0043, 152-0042-0045, 152-0042-0172; Property Addresses: 638 Steiner Avenue, Cincinnati, Ohio; 938 Striker Avenue, Cincinnati, Ohio, 940 Striker Avenue, Cincinnati, Ohio and 640 Steiner Avenue, Cincinnati, Ohio; Prior Instrument Reference: Vol. 5679 Pg. 1159

Exhibit A-11 Tract 11- Parcel Number 153-0002-0062; Property Address: 632 Delhi Avenue, Cincinnati, Ohio; Prior Instrument Reference: Vol. 12747 Pg. 1483

Exhibit A-12 Tract 12- Parcel Number 153-0002-0091; Property Address: 701 Delhi Avenue, Cincinnati, Ohio; Prior Instrument Reference: Vol. 5894 Pg. 992

Exhibit A-13 Tract 13- Parcel Number 153-0002-0145; Property Address: 659 Sedam Street, Cincinnati, Ohio; Prior Instrument Reference: Vol. 5873 Pg. 1568

Exhibit A-14 Tract 14A&14B- Parcel Numbers 153-0002-0185 and 153-0002-0182; Property Address: 667 Delhi Avenue, Cincinnati, Ohio and 646 Sedam Street, Cincinnati, Ohio; Prior Instrument Reference: Vol. 6265 Pg. 81

Exhibit A-15 Tract 15- Parcel Number 153-0002-0090; Property Address: 703 Delhi Avenue, Cincinnati, Ohio; Prior Instrument Reference: Vol. 13914 Pg. 1804

Exhibit A-16 Tract 16- Parcel Number 153-0002-0057; Property Address: 649 Steiner Avenue, Cincinnati, Ohio; Prior Instrument Reference: Vol. 13914 Pg. 958

Exhibit A-17 Tract 17- Parcel Number 153-0002-0089; Property Address: 705 Delhi Avenue, Cincinnati, Ohio; Prior Instrument Reference: Vol. 13914 Pg. 958

Exhibit A-18 Tract 18A&18B- Parcel Numbers 153-0002-0013 and 153-0002-0199; Property Address: 654 Steiner Avenue, Cincinnati, Ohio; Prior Instrument Reference: Vol. 5700 Pg. 1500

Exhibit A-19 Tract 19- Parcel Number 153-0002-0064; Property Address: 636 Delhi Avenue, Cincinnati, Ohio; Prior Instrument Reference: Vol. 13914 Pg. 958

Exhibit A-20 Tract 20- Parcel Number 153-0002-0037; Property Address: 700 Delhi Avenue, Cincinnati, Ohio; Prior Instrument Reference: Vol. 9598 Pg. 5254

Exhibit A-21 Tract 21- Parcel Number 155-0048-0001; Property Address: 685 Halsey Avenue, Cincinnati, Ohio; Prior Instrument Reference: Vol. 9937 Pg. 1741

Exhibit A-23 Tract 23- Parcel Number 153-0003-0028; Property Address: 740 Delhi Avenue, Cincinnati, Ohio; Prior Instrument Reference: Vol. 10907 Pg. 219

Exhibit A-24 Tract 24- Parcel Number 153-0003-0089; Property Address: 739 Sedam Street, Cincinnati, Ohio; Prior Instrument Reference: Vol. 10906 Pg. 1312

Exhibit A-25 Tract 25- Parcel Number 153-0002-0196; Property Address: 702 Sedam Street, Cincinnati, Ohio; Prior Instrument Reference: Vol. 11588 Pg. 500

Exhibit A-26 Tract 26- Parcel Number 153-0003-0003; Property Address: 767 Steiner Avenue, Cincinnati, Ohio; Prior Instrument Reference: Vol. 11240 Pg. 1368

Exhibit A-27 Tract 27- Parcel Number 153-0003-0004; Property Address: 764 Delhi Avenue, Cincinnati, Ohio; Prior Instrument Reference: Vol. 9780 Pg. 2246

Exhibit A-28 Tract 28- Parcel Number 153-0003-0006; Property Address: 762 Delhi Avenue, Cincinnati, Ohio; Prior Instrument Reference: Vol. 9780 Pg. 2246

Exhibit A-29 Tract 29- Parcel Number 153-0003-0008; Property Address: 756 Delhi Avenue, Cincinnati, Ohio; Prior Instrument Reference: Vol. 11240 Pg. 1468

Exhibit A-30 Tract 30- Parcel Number 153-0003-0036; Property Address: 732 Delhi Avenue, Cincinnati, Ohio; Prior Instrument Reference: Vol. 11240 Pg. 1371

Exhibit A-31 Tract 31- Parcel Number 153-0003-0038; Property Address: 730 Delhi Avenue, Cincinnati, Ohio; Prior Instrument Reference: Vol. 11240 Pg. 1373

Exhibit A-32 Tract 32- Parcel Number 153-0003-0040; Property Address: 728 Delhi Avenue, Cincinnati, Ohio; Prior Instrument Reference: Vol. 11240 Pg. 1375

Exhibit A-33 Tract 33- Parcel Number 153-0003-0050; Property Address: 789 Delhi Avenue, Cincinnati, Ohio; Prior Instrument Reference: Vol. 9982 Pg. 2049

Exhibit A-34 Tract 34- Parcel Number 153-0003-0052; Property Address: 787 Delhi Avenue, Cincinnati, Ohio; Prior Instrument Reference: Vol. 9982 Pg. 2048

Exhibit A-35 Tract 35- Parcel Number 153-0003-0055; Property Address: 773 Delhi Avenue, Cincinnati, Ohio; Prior Instrument Reference: Vol. 11240 Pg. 1377

Exhibit A-36 Tract 36- Parcel Number 153-0003-0070; Property Address: 737 Delhi Avenue, Cincinnati, Ohio; Prior Instrument Reference: Vol. 9780 Pg. 2246

Exhibit A-37 Tract 37- Parcel Number 153-0003-0072; Property Address: 735 Delhi Avenue, Cincinnati, Ohio; Prior Instrument Reference: Vol. 9780 Pg. 2246

Exhibit A-38 Tract 38- Parcel Number 153-0003-0073; Property Address: 733 Delhi Avenue, Cincinnati, Ohio; Prior Instrument Reference: Vol. 11239 Pg. 1108

Exhibit A-39 Tract 39- Parcel Number 153-0002-0082; Property Address: 714 Delhi Avenue, Cincinnati, Ohio; Prior Instrument Reference: Vol. 12787 Pg. 723

Exhibit A-40 Tract 40- Parcel Number 153-0002-0086; Property Address: 709 Delhi Avenue, Cincinnati, Ohio; Prior Instrument Reference: Vol. 12787 Pg. 723

Exhibit A-41 Tract 41- Parcel Number 152-0042-0168; Property Address: 626 Steiner Avenue, Cincinnati, Ohio; Prior Instrument Reference: Vol. 13459 Pg. 2505

Exhibit A-55 Tract 55- Parcel Number 152-0042-0034; Property Address: 626 Steiner Avenue, Cincinnati, Ohio; Prior Instrument Reference: Vol. 9598 Pg. 5255

Exhibit A-42 Tract 42A&42B- Parcel Numbers 152-0042-0059 and 152-0042-0061; Property Address: 637 Steiner Avenue, Cincinnati, Ohio; Prior Instrument Reference: Vol. 6734 Pg. 527 and Vol. 10471 Pg. 2836

Exhibit A-43 Tract 43- Parcel Number 153-0003-0060; Property Address: 759 Delhi Avenue, Cincinnati, Ohio; Prior Instrument Reference: Vol. 10283 Pg. 1247

Exhibit A-44 Tract 44- Parcel Number 153-0038-0011; Property Address: 712 Steiner Avenue, Cincinnati, Ohio; Prior Instrument Reference: Vol. 9714 Pg. 519

Exhibits A-45&A-46 Tracts 45 and 46- Parcel Numbers 153-0003-0061 and 153-0003-0062; Property Addresses: 757 Delhi Avenue, Cincinnati, Ohio and 755 Delhi Avenue, Cincinnati, Ohio; Prior Instrument Reference: Vol. 5876 Pg. 946

Exhibit A-47 Tract 47- Parcel Number 153-0003-0064; Property Address: 751 Delhi Avenue, Cincinnati, Ohio; Prior Instrument Reference: Vol. 5700 Pg. 1500

Exhibit A-48 & A-49 Tracts 48 and 49- Parcel Numbers 152-0042-0032 and 152-0042-0031; Property Addresses: 924 Striker Avenue, Cincinnati, Ohio and 624 Steiner Avenue, Cincinnati, Ohio

Exhibit A-50 Tract 50- Parcel Number 152-0042-0166; Property Address: 624 Steiner Avenue, Cincinnati, Ohio

Exhibit A-51 Tract 51- Parcel Number 152-0042-0067; Property Address: Steiner Avenue, Cincinnati, Ohio; Prior Instrument Reference: Vol. 10471 Pg. 2836

Exhibit A-52 Tract 52- Parcel Number 152-0042-0069; Property Address: Steiner Avenue, Cincinnati, Ohio; Prior Instrument Reference: Vol. 10471 Pg. 2836

Exhibit A-53 & A-54 Tract 53 & 54- Parcel Numbers 153-0003-0056 and 153-0003-0058; Property Address: 769 Delhi Avenue, Cincinnati, Ohio and 767 Delhi Avenue, Cincinnati, Ohio; Prior Instrument Reference: Vol. 9598 Pg. 5255

Exhibit A-56 & A-57 Tract 56 & 57- Parcel Numbers 153-0002-0154 and 153-0002-0155; Property Address: 679 Fernland Avenue, Cincinnati, Ohio and 677 Halsey Avenue, Cincinnati, Ohio

Exhibit A-58 Tract 58- Parcel Number 152-0042-0058; Property Address: 628 Delhi Avenue, Cincinnati, Ohio; Prior Instrument Reference: Vol. 13445 Pg. 1025

Exhibit A-59 Tract 59- Parcel Number 153-0002-0140; Property Address: 649 Sedam Street, Cincinnati, Ohio; Prior Instrument Reference: Vol. 13445 Pg. 1023

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

Konza, LLC, Receiver

by: \_\_\_\_\_  
Richard Boydston, Manager

State of Ohio        )  
                        )  
                        ) SS:  
County of Hamilton )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2022 by Richard Boydston as Manager of Konza, LLC as Receiver appointed by order entered by the Court of Common Pleas of Hamilton County, Ohio in Case Number A1905588.

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Notary Public

This instrument was prepared by:

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Richard Boydston (0022360)  
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513.433.7663  
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